Case 23-14853-JKS Doc 1043-1 Filed 06/03/25 Entered 06/03/25 17:18:53 Desc Proposed Order Page 1 of 5

THIS OMNIBUS OBJECTION SEEKS TO DISALLOW AND EXPUNGE CERTAIN PROOFS OF CLAIM. CLAIMANTS RECEIVING THIS OBJECTION SHOULD LOCATE THEIR NAMES AND CLAIMS ON <u>SCHEDULE 1</u> ATTACHED TO THE PROPOSED ORDER.

## UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY

## Caption in Compliance with D.N.J. LBR 9004-1(b)

Robert J. Feinstein, Esq.
Bradford J. Sandler, Esq.
Paul J. Labov, Esq.
Cia Mackle, Esq.
PACHULSKI STANG ZIEHL & JONES LLP
1700 Broadway, 36<sup>th</sup> Floor
New York, NY 10019

Telephone: (212) 561-7700 Facsimile: (212) 561-7777 rfeinstein@pszjlaw.com bsandler@pszjlaw.com plabov@pszjlaw.com cmackle@pszjlaw.com

#### Counsel for GUC Trustee

In re: Chapter 11

CTI Liquidation Co., Inc. Case No. 23-14853 (JKS)

Post-Effective Date Debtor. (Jointly Administered)

# ORDER GRANTING THIRD OMNIBUS OBJECTION TO CLAIMS SEEKING TO DISALLOW AND EXPUNGE CERTAIN SATISFIED CLAIMS

The relief set forth on the following pages, numbered two (2) through and including four (4), is hereby ORDERED.

Case 23-14853-JKS Doc 1043-1 Filed 06/03/25 Entered 06/03/25 17:18:53 Des

Page: 2

Debtor: CTI Liquidation Co., Inc.

Case No.: 23-14853 (JKS)

Caption: Order Granting Third Omnibus Objection to Claims Seeking to Disallow and

**Expunge Certain Satisfied Claims** 

Upon the third omnibus objection (the "Omnibus Objection")<sup>1</sup> of the GUC Trustee in the above-captioned Chapter 11 Cases seeking entry of an order, pursuant to sections 105(a) and 502 of the Bankruptcy Code, Bankruptcy Rule 3007, and Local Rules 3007-1, (a) disallowing and expunging each of the claims set forth on Schedule 1 hereto because each such claim has been paid in full by or otherwise satisfied on behalf of the applicable Debtor; and the Court having jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334; and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and consideration of the Omnibus Objection being a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that proper and adequate notice of the Omnibus Objection has been given and that no other or further notice is necessary; and upon the record herein; and the Court having determined that the relief sought by the Omnibus Objection is in the best interests of the GUC Trustee, the estates, and creditors; and after due deliberation and good and sufficient cause appearing therefor;

### IT IS HEREBY ORDERED THAT:

- 1. The Omnibus Objection is GRANTED as set forth herein.
- 2. Each Satisfied Claim listed on <u>Schedule 1</u> to this Order is disallowed and expunged in its entirety.
- 3. The rights of the GUC Trustee to object in the future to any of the claims that are the subject of the Omnibus Objection on any grounds, and to amend, modify, and/or supplement the Omnibus Objection, including, without limitation, to object to amended or newly filed claims is hereby reserved. Without limiting the generality of the foregoing, the GUC Trustee

2

Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Omnibus Objection.

Case 23-14853-JKS Doc 1043-1 Filed 06/03/25 Entered 06/03/25 17:18:53 Desc Proposed Order Page 3 of 5

Page: 3

Debtor: CTI Liquidation Co., Inc.

Case No.: 23-14853 (JKS)

Caption: Order Granting Third Omnibus Objection to Claims Seeking to Disallow and

**Expunge Certain Satisfied Claims** 

specifically reserves the right to amend the Omnibus Objection, file additional papers in support of the Omnibus Objection, or take any other appropriate actions, including to (a) respond to any allegation or defense that may be raised in a response filed in accordance with the Omnibus Objection by or on behalf of any of the claimants or other interested parties; (b) object further to any Claim for which a claimant provides (or attempts to provide) additional documentation or substantiation; and (c) object further to any Claim based on additional information that may be discovered upon further review by the GUC Trustee or through discovery pursuant to the applicable provisions of the Bankruptcy Rules.

- 4. For the avoidance of doubt, nothing in the Omnibus Objection or this Order shall be deemed or construed to (a) constitute an admission as to the validity or priority of any claim against the GUC Trustee, (b) an implication or admission that any particular claim is of a type specified or defined in this Order or the Omnibus Objection, and/or (c) constitute a waiver of the GUC Trustee's rights to dispute any claim on any grounds.
- 5. The GUC Trustee, its claims and noticing agent (Verita Global), and the Clerk of this Court are authorized to take any and all actions that are necessary or appropriate to give effect to this Order.
- 6. The objection to each claim addressed in the Omnibus Objection and as set forth on <u>Schedule 1</u> attached hereto, constitutes a separate contested matter as contemplated by Bankruptcy Rule 9014. This Order shall be deemed a separate order with respect to each claim that is the subject of the Omnibus Objection and this Order. Any stay of this Order pending appeal by any claimants whose claims are subject to this Order shall only apply to the contested

Case 23-14853-JKS Doc 1043-1 Filed 06/03/25 Entered 06/03/25 17:18:53 Desc Proposed Order Page 4 of 5

Page: 4

Debtor: CTI Liquidation Co., Inc.

Case No.: 23-14853 (JKS)

Caption: Order Granting Third Omnibus Objection to Claims Seeking to Disallow and

**Expunge Certain Satisfied Claims** 

matter that involves such claimant and shall not stay the applicability and/or finality of this Order with respect to any other contested matters addressed in the Omnibus Objection and this Order.

- 7. The requirement set forth in D.N.J. LBR 9013-1(a)(3) that any motion or other request for relief be accompanied by a memorandum of law is hereby deemed satisfied by the contents of the Omnibus Objection or otherwise waived.
- 8. Notwithstanding any applicability of any of the Bankruptcy Rules, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.
- 9. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation of this Order.

CTI Liquidation Co., Inc. Case No. 24-14853 Satisfied Cure Claims

#### Schedule # Claim # **Date Filed Debtor** Creditor **Reason for Disallowance Asserted Amount** Claim satisfied pursuant to payment of \$430,184 08.09.2023 225 Cyxtera Data Centers, Inc. 1919 Park Avenue Associates, L.L.C. Unliquidated per cure schedule at Docket No. 843 Claim satisfied pursuant to payment of \$24,766 per 3283090 456 08.17.2023 Cyxtera Communications, LLC AccessFloorSystems.com, Inc \$24,766.15 cure schedule at Docket No. 843 Claim satisfied pursuant to payment of \$119,804 3283105 52 07.05.2023 Cyxtera Communications, LLC Allan Briteway Electrical Utility Contractors, Inc. \$46,745.48 per cure schedule at Docket No. 843 Claim satisfied pursuant to payment of \$66,869 per 64 07.12.2023 \$106,268.28 Cyxtera Technologies, Inc. American Data Center Solutions, LLC cure schedule at Docket No. 843 Claim satisfied pursuant to payment of \$72,449 per C & L CONTRACTORS LTD Cyxtera Communications, LLC 3283133 \$102,510.20 cure schedule at Docket No. 843 Claim satisfied pursuant to payment of \$159,243 3283149 Centurylink Communications, LLC \$159,243.21 Cyxtera Communications, LLC per cure schedule at Docket No. 843 Claim satisfied pursuant to payment of \$447,340 3283151 Cyxtera Communications, LLC CHICAGO MERCANTILE EXCHANGE INC \$447,340.43 per cure schedule at Docket No. 843 Claim satisfied pursuant to payment of \$343,969 3283168 Cyxtera Communications, LLC Compass Data Centers MSP I, LLC \$343,968.75 per cure schedule at Docket No. 843 Claim satisfied pursuant to payment of \$171,054 CONVERGINT TECHNOLOGIES \$56,190.25 3283173 Cyxtera Communications, LLC per cure schedule at Docket No. 843 Claim satisfied pursuant to payment of \$171,054 3283467 Cyxtera Management, Inc. **CONVERGINT TECHNOLOGIES** \$550.54 per cure schedule at Docket No. 843 Claim satisfied pursuant to payment of \$6,147 per Convergint Technologies Ltd 3283048 Cyxtera Communications Canada, ULC \$729.98 cure schedule at Docket No. 843 Claim satisfied pursuant to payment of \$1,139,551 08.09.2023 229 CPUS Irvine Crossing, LP \$665,313.88 Cyxtera Technologies, Inc. per cure schedule at Docket No. 843 Claim satisfied pursuant to payment of \$1,139,551 230 08.09.2023 Cyxtera Communications, LLC CPUS Irvine Crossing, LP \$665,313.88 per cure schedule at Docket No. 843 Claim satisfied pursuant to payment of \$94,051 per 3283177 Critical HVAC Systems, LLC \$156,319.06 Cyxtera Communications, LLC cure schedule at Docket No. 843 Claim satisfied pursuant to payment of \$501,152 3283197 418 08.15.2023 Cyxtera Communications, LLC DCCO Tukwila, LLC \$9,013,601.36 per cure schedule at Docket No. 843 Claim satisfied pursuant to payment of \$354,257 3283210 08.07.2023 E2 OPTICS LLC 181 Cyxtera Communications, LLC \$68,250.17 per cure schedule at Docket No. 843 Claim satisfied pursuant to payment of \$99,858 per 3283211 Cyxtera Communications, LLC EastGroup Properties, LP \$99,858.12 cure schedule at Docket No. 843 Claim satisfied pursuant to payment of \$20,252 per 3283245 08.15.2023 394 Cyxtera Communications, LLC Highlands Ranch Commerce Center \$41,943.17 cure schedule at Docket No. 843 Claim satisfied pursuant to payment of \$350,936 257 08.10.2023 Cyxtera Communications, LLC International Gateway West LLC Unliquidated per cure schedule at Docket No. 843 Claim satisfied pursuant to payment of \$1,751,995 3283264 321 08.15.2023 Cyxtera Communications, LLC Iron Mountain Data Centers, LLC \$2,408,062.87 per cure schedule at Docket No. 843 Claim satisfied pursuant to payment of \$155,708 07.26.2023 104 Cyxtera Technologies, Inc. Neamsby Investments Inc. \$8,274,176.76 per cure schedule at Docket No. 843 Claim satisfied pursuant to payment of \$379,153 Pivot Technology Services Corp. 367 08.15.2023 Cyxtera Communications, LLC \$394,957.82 per cure schedule at Docket No. 843 Claim satisfied pursuant to payment of \$76,450 per PSB Northern California Industrial \$72,455.00 3283349 Cyxtera Communications, LLC cure schedule at Docket No. 843 Claim satisfied pursuant to payment of \$752,154 08.10.2023 253 Cyxtera Communications, LLC Sabey DataCenter LLC Unliquidated per cure schedule at Docket No. 843 Claim satisfied pursuant to payment of \$204,572 08.03.2023 Cyxtera Communications Canada, ULC Securitas Security Services Canada LTD \$229,918.47 171 per cure schedule at Docket No. 843 Claim satisfied pursuant to payment of \$1,408,567 3283371 07.13.2023 Cyxtera Communications, LLC Securitas Security Services USA Inc \$1,520,160.27 70 per cure schedule at Docket No. 843 Claim satisfied pursuant to payment of \$140,689 SL Harborside Owner 2&3 LLC 3283380 Cyxtera Communications, LLC \$140,688.84 per cure schedule at Docket No. 843 Claim satisfied pursuant to payment of \$55,935 per 3283389 Cyxtera Communications, LLC \$5,483.85 Stack Infrastructure USA, LLC cure schedule at Docket No. 843 Claim satisfied pursuant to payment of \$55,935 per Cyxtera Communications, LLC \$44,464.00 3283390 Stack Infrastructure USA, LLC cure schedule at Docket No. 843 Claim satisfied pursuant to payment of \$47,730 per 3283405 108 07.27.2023 Cyxtera Communications, LLC TechnoGuard, Inc. \$79,980.00 cure schedule at Docket No. 843 Claim satisfied pursuant to payment of \$83,932 per 3283414 Cyxtera Communications, LLC THERMA LLC \$188,182.96 cure schedule at Docket No. 843 Claim satisfied pursuant to payment of \$204,371 3283422 Cyxtera Communications, LLC TW Conroy 2 LLC \$186,223.86

\$25,543,667.61

per cure schedule at Docket No. 843